



# Commonwealth of Massachusetts State Ethics Commission

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**SUFFOLK, ss.**

**COMMISSION ADJUDICATORY  
DOCKET NO. 621**

## **IN THE MATTER OF THOMAS D. HACKENSON**

### **DISPOSITION AGREEMENT**

The State Ethics Commission and Thomas D. Hackenson enter into this Disposition Agreement pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On October 20, 1999, pursuant to G.L. c. 268B, §4(a), the Commission initiated a preliminary inquiry into possible violations of the conflict of interest law, G.L.c. 268A, by Hackenson. The Commission has concluded its inquiry and, on September 19, 2000, found reasonable cause to believe that Hackenson violated G.L. c. 268A, §19.

The Commission and Hackenson now agree to the following findings of fact and conclusions of law:

#### **I. Findings of Fact**

1. At all times here relevant, Hackenson was the appointed Mendon building inspector. As such, Hackenson was a municipal employee as that term is defined in G.L. c. 268A, §1, and subject to the provisions of the conflict of interest law, G.L. c. 268A.
2. As building inspector, Hackenson's responsibilities included authorizing the issuance of building permits and inspecting work performed pursuant to such permits.
3. Hackenson has a son, Thomas M. Hackenson, who is a member of Hackenson's immediate family as that term is defined in G.L. c. 268A, §1. At all times here relevant, Thomas M. Hackenson individually performed construction work for others for compensation.
4. In or about August 1996, Mendon resident Diane Rice obtained a building permit from the Mendon building department to construct an addition on her house at 61 Kinsley Lane in Mendon.
5. In 1998, Rice, acting as the general contractor on her own project, hired subcontractors to do the framing and other work on her addition.
6. Among the people that Rice hired to do the framing on her addition was Hackenson's son Thomas M. Hackenson, who is a member of Hackenson's immediate family within the meaning of §19.
7. Rice paid Thomas M. Hackenson at least \$1,600 in compensation for his labor on the framing work.

#### **II. Conclusions of Law**

8. The inspection determination regarding the framing work performed pursuant to Rice's building permit for 61 Kinsley Lane was a particular matter within the meaning of G.L. c. 268A, §1.
9. Hackenson participated as building inspector in the above-described framing inspection by performing the inspection himself. Thus, Hackenson participated personally and substantially as building inspector in the 61 Kinsley Lane framing inspection particular matter.
10. Thomas M. Hackenson had a financial interest in the inspection and approval of the framing work that he performed at 61 Kinsley Lane because Rice hired and paid Thomas to perform some of the framing work.
11. When Hackenson performed the framing inspection at 61 Kinsley Lane, he knew that his son Thomas M. Hackenson had been working at 61 Kinsley Lane, that his son had performed some of the framing work that Hackenson was inspecting, and that Rice would pay his son in due course for his framing work. Thus, Hackenson knew that his son Thomas had a financial interest in the inspection and approval of the framing work.
12. By inspecting and approving his son Thomas's work, Hackenson officially participated in a particular matter in which to his knowledge a member of his immediate family had a financial interest. Therefore, Hackenson violated G.L. c. 268A, §19.
13. There is no evidence that Hackenson improperly favored his son Thomas in regard to the framing inspection at 61 Kinsley Lane.

### III. Resolution

In view of the foregoing violations of G.L. c. 268A by Hackenson, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Hackenson:

- (1) that Hackenson pay to the Commission the sum of \$500 as a civil penalty for violating G.L. c. 268A, §19; and
- (2) that Hackenson waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: June 27, 2001**